

*WV bc*  
*agc 6-8*  
The Grantor, The Washington Water Power Company, in consideration of Ten Dollars (\$10.00) and other valuable considerations, conveys and quit claims to the City of Spokane, Washington, Grantee, a perpetual easement and right to occupy, use and develop for park and public recreational and aesthetic purposes the river banks of the Spokane River located in Section Eighteen (18), Township Twenty-five (25) North, Range Forty-three (43) E.W.N., Spokane County, State of Washington, within the Project Boundaries of the Company's Spokane River Project (Federal Power Commission Licensed Project No. 2545) within the City Limits of the City of Spokane, Washington, between Washington Street and the Post Street bridge as now located and between the Post Street bridge and the Monroe Street bridge on the northwesterly bank of the river, together with the right to construct and maintain vehicle and pedestrian bridges over the bed and banks of the Spokane River owned or controlled by Grantor in the said Section 18, Township 25 North, Range 43 E.W.N., Spokane County, Washington, and to construct retaining walls on the banks of the Spokane River as agreed to by Grantor and Grantee.

A drawing of said river bank easement locations being attached hereto marked Exhibit "K"; Project No. 2545, Washington, and made a part hereof by this reference, the said river bank areas covered by this easement being shown as the shaded areas. Subject, however:

(1) To the prior right of Grantor to use all of said described Project property for the purpose of maintaining, operating, building or rebuilding the presently established parking lot located East of Grantor's Upper Falls Power Plant and any structures, works, electric, gas, steam heat, water or other transmission lines, cables, pipes or other facilities which are required or useful for the operation of the Spokane River Project or the electric, gas or steam heat business of Grantor and Grantee by the acceptance of this easement, releases Grantor from any liability for loss or damage to property of Grantee caused by the operation of said Project or the business of Grantee as an electric and gas utility and operation of a steam heat business.

(2) The Grantee having the sole responsibility for maintaining in a safe condition for the use of the public, the walks and walk-ways, public facilities, vehicle and pedestrian bridges and approaches thereto, and other places to which the public is invited.

\* Covers all land marked Parcel E & E-1 on north shore plus banks around Cannon Island, Havermale Island and south shore of forebay.

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(2)

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(3) To the following covenants of the Grantee:

- (a) That the use of the land conveyed will not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use;
- (b) That if construction is contemplated as a result of this conveyance, the party to undertake such construction shall take all necessary precautions during construction and subsequent operation and maintenance to protect and enhance the environmental values of any affected project lands and waters. Such precautions shall include but not be limited to the provisions set forth in Federal Power Commission Order Nos. 414, issued November 27, 1970 (35 F.R. 18585), and 407, issued July 10, 1970 (35 F.R. 11377);
- (c) The conveyance and use of the property shall be in compliance with all applicable laws and regulations.

DATED this 28th day of December, 1973.

THE WASHINGTON WATER POWER COMPANY

BY D. L. Allen

Asst. Vice President

[Signature]  
Asst. Secretary

FILED OR RECORDED

REQUEST OF

City of Pleasant

JAN 13 2 45 PM '74

VERNON OHLAND, AUDITOR  
SPOKANE COUNTY, WASH.  
DEPUTY

44600-75-00

*Reliance Maps  
44600-75-00*

FOR PLAT SEE BOOK 1 PAGE 30  
*Map*

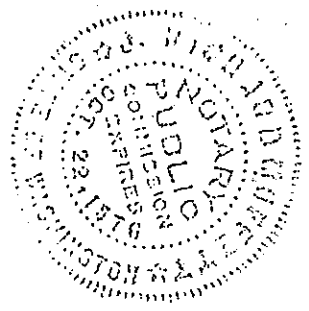
WT. 104 MC 1173

STATE OF WASHINGTON )

: ss  
County of Spokane

On this 28th day of December, 1973, before me, a notary public  
in and for the above named County and State, personally appeared \_\_\_\_\_  
D. L. Olson and L. O. Falk, known to be the  
Asst. Vice President and Asst. Secretary, respectively of  
the Corporation that executed the within and foregoing instrument, and acknowledged  
the said instrument to be the free and voluntary act and deed of said Corporation,  
for the uses and purposes therein mentioned, and each on oath stated that he was  
authorized to execute said instrument and that the Seal affixed is the corporate  
seal of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year first written above,



D. Richard McElroy  
Notary Public in and for the State of

Washington residing at  
Spokane